



April 18, 1989

RECORDATION NO

6643-0  
FILED 1423

APR 20 1989 -2 20 PM

Itel Rail Corporation, Washington, D. C.

55 Francisco Street  
San Francisco, California 94133  
(415) 984-4000  
(415) 781-1035 Fax

Hon. Noreta R. McGee  
Secretary

Interstate Commerce Commission  
Washington, DC 20423

INTERSTATE COMMERCE COMMISSION 9-110A029

Re: Supplemental Agreement No. 16 between Pullman Leasing  
Company and Continental Bank, National Association

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in four (4) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Supplement under the Equipment Trust Agreement (Series 3) dated as of June 15, 1972, between Continental Bank, National Association, as successor to Continental Illinois National Bank and Trust of Chicago, and Pullman Leasing Company, as successor to Signal Capital Corporation, which was filed with the ICC on June 26, 1972, under Recordation No. 6643.

The parties to the aforementioned instrument are listed below:

Pullman Leasing Company (Obligor)  
200 S. Michigan Avenue  
Chicago, Illinois 60604

Continental Bank, National Association (Trustee)  
231 South LaSalle Street  
Chicago, Illinois 60697

This Supplement acknowledges the delivery of a guarantee by Signal Capital Holdings Corporation to the Trustee guaranteeing amounts payable by Pullman Leasing Company under the Trust Certificates and Equipment Trust Agreement.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

*Patricia Schumacker*  
Patricia Schumacker  
Legal Department

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INTERSTATE COMMERCE COMMISSION

## SUPPLEMENTAL AGREEMENT No. 17

by and between

PULLMAN LEASING COMPANY

and

CONTINENTAL BANK,  
NATIONAL ASSOCIATION

Dated as of March 27, 1989

Supplementing the Equipment Trust Agreement (Series 3), dated as of June 15, 1972, between Continental Illinois National Bank and Trust Company of Chicago and Pullman Transport Leasing Company, as amended and supplemented by Supplemental Agreement, dated as of August 8, 1972, between Continental Illinois National Bank and Trust Company of Chicago and Pullman Transport Leasing Company; Supplemental Agreement, dated as of September 26, 1972, between Continental Illinois National Bank and Trust Company of Chicago and Pullman Transport Leasing Company; Supplemental Agreement, dated as of May 22, 1973, between Continental Illinois National Bank and Trust Company of Chicago and Pullman Transport Leasing Company; Supplemental Agreement No. 4, dated as of August 15, 1973, between Continental Illinois National Bank and Trust Company of Chicago and Pullman Transport Leasing Company; Supplemental Agreement No. 2, dated as of March 18, 1974, between Continental Illinois National Bank and Trust Company of Chicago and Pullman Transport Leasing Company; Supplemental Agreement No. 3, dated as of August 15, 1974, between Continental Illinois National Bank and Trust Company of Chicago and Pullman Transport Leasing Company; Supplemental Agreement No. 4, dated as of December 1, 1975, between Continental Illinois National Bank and Trust Company of Chicago and Pullman Transport Leasing Company; Supplemental Agreement No. 5, dated as of January 16, 1976, between Continental Illinois National Bank and Trust Company and Pullman Leasing Company; Supplemental Agreement No. 6, dated as of November 1, 1977, by and among Continental Illinois National Bank and Trust Company, Pullman Leasing Company; Supplemental Agreement No. 7, dated as of January 1, 1979, between Continental Illinois National Bank and Trust Company and Pullman Leasing Company; Supplemental Agreement No. 8, dated as of November 15, 1979, between Continental Illinois National Bank and Trust Company and Pullman Leasing Company; Supplemental Agreement, dated as of February 26, 1981, by and among Continental Illinois National Bank and Trust Company, Pullman Rail Leasing Inc. and Pullman Leasing Corporation; Supplemental Agreement No. 9, dated as of May 15, 1981, by and among Continental Illinois National Bank and Trust Company, Pullman Rail Leasing Inc. and Pullman Leasing Company; Supplemental Agreement No. 10, dated as of December 1, 1982, by and among Continental Illinois National Bank and Trust Company, Pullman Rail Leasing Inc. and Pullman Leasing Company; Supplemental Agreement No. 11, dated as of July 15, 1983, by and among Continental Illinois National Bank and Trust Company, Pullman Rail Leasing Inc. and Pullman Leasing Company; Supplemental Agreement No. 12, dated as of December 1, 1983, by and among Continental Illinois National Bank and Trust Company, Pullman Rail Leasing Inc. and Pullman Leasing Company; Supplemental Agreement No. 13, dated as of July 1, 1984, between Continental Illinois National Bank and Trust Company, Pullman Rail Leasing Inc. and Pullman Leasing Company; Supplemental Agreement No. 14, dated as of May 1, 1986, by and among Continental Illinois National Bank and Trust Company, Pullman Rail Leasing Inc. and Pullman Leasing Company; Supplemental Agreement No. 15, dated as of September 30, 1986, by and among Continental Illinois National Bank and Trust Company, Signal Capital Corporation and Pullman Rail Leasing Inc.; and Supplemental Agreement No. 16, dated as of August 1, 1986, between Continental Illinois National Bank and Trust Company and Signal Capital Corporation.

SUPPLEMENTAL AGREEMENT No. 17

SUPPLEMENTAL AGREEMENT No. 17, dated as of March 27, 1989, by and between PULLMAN LEASING COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (formerly known as SIGNAL CAPITAL CORPORATION and successor by merger to Pullman Rail Leasing Inc.) (hereinafter called "New Pullman") and CONTINENTAL BANK, NATIONAL ASSOCIATION (formerly known as Continental Illinois National Bank and Trust Company of Chicago), a national banking association, as trustee (hereinafter called the "Trustee").

W I T N E S S E T H:

WHEREAS, Pullman Transport Leasing Company, a corporation duly organized and existing under the laws of the State of Delaware ("Old Pullman"), and the Trustee entered into an Equipment Trust Agreement dated as of June 15, 1972 (such Equipment Trust Agreement, as supplemented and amended by twenty supplemental agreements and a twenty-first supplemental agreement (entitled Supplemental Agreement No. 17) referred to below, and, as it may hereafter be supplemented and amended from time to time, being hereinafter referred to as the "Equipment Trust Agreement"), pursuant to which the Trustee issued the

Pullman Transport Leasing Company Equipment Trust  
Certificates (Series 3) (hereinafter called the "Trust  
Certificates") bearing interest at the rate of 7 3/4% per  
annum, the payment of which was guaranteed by Old Pullman;  
and

WHEREAS, on December 17, 1975, Old Pullman  
changed its name from Pullman Transport Leasing Company to  
Pullman Leasing Company; and

WHEREAS, on December 31, 1980, Old Pullman  
changed its name from Pullman Leasing Company to Pullman  
Rail Leasing Inc. and became a wholly-owned subsidiary of  
Pullman Leasing Company, a corporation duly organized and  
validly existing under the laws of the State of Delaware  
("New Pullman"); and

WHEREAS, on September 30, 1986, Old Pullman was  
merged into New Pullman; and

WHEREAS, on March 21, 1985, New Pullman changed  
its name to Signal Capital Corporation, and on November 7,  
1988, New Pullman changed its name from Signal Capital  
Corporation back to Pullman Leasing Company; and

WHEREAS, on December 13, 1988, the Trustee  
changed its name from Continental Illinois National Bank  
and Trust Company of Chicago to Continental Bank, National  
Association; and

WHEREAS, pursuant to the twelfth supplemental agreement (entitled Supplemental Agreement), dated as of February 26, 1981, among Old Pullman, New Pullman and the Trustee, New Pullman assumed, as a primary obligor, jointly and severally with Old Pullman, the prompt payment of the principal of and interest on the Trust Certificates in accordance with the terms of the guaranty of Old Pullman endorsed on the Trust Certificates, the Trust Certificates and the Equipment Trust Agreement, and the performance of all the covenants of the Equipment Trust Agreement to be performed by Old Pullman; and

WHEREAS, pursuant to the nineteenth supplemental agreement (entitled Supplemental Agreement No. 15), dated as of September 30, 1986, among Old Pullman, New Pullman and the Trustee, New Pullman assumed as sole obligor the prompt payment of the principal of and interest on the Trust Certificates, with interest on any overdue principal and interest, to the extent legally enforceable, in accordance with the terms of the guaranty of Old Pullman endorsed on the Trust Certificates, the Trust Certificates and the Equipment Trust Agreement, and the performance of all the covenants of the Equipment Trust Agreement to be performed by Old Pullman; and

WHEREAS, contemporaneously with the execution and delivery of this Supplemental Agreement No. 17, SIGNAL CAPITAL HOLDINGS CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called "Holdings"), has executed and delivered to the Trustee a Guarantee (the "Guarantee"), dated as of the date hereof and substantially in the form attached hereto as Exhibit A, absolutely, fully and unconditionally guaranteeing (a) the prompt payment, in accordance with the guaranty of New Pullman (as the successor by merger to Old Pullman) endorsed on the Trust Certificates, of the principal of and interest on the Trust Certificates, with interest on any overdue principal and interest and (b) all other amounts payable by New Pullman under the Equipment Trust Agreement; and

WHEREAS, Section 12.01 of the Equipment Trust Agreement permits New Pullman (as the successor by merger to Old Pullman) and the Trustee, without the consent of the holders of any of the Trust Certificates, to enter into supplemental agreements to make such provisions with respect to matters or questions arising under the Agreement as shall not adversely affect the interests of such holders;

NOW, THEREFORE, in consideration of the premises and of the terms and provisions herein contained, it is hereby covenanted, declared and agreed as follows:

#### ARTICLE I

##### Enforcement; Application of Moneys;

1.1. In case Holdings shall fail to pay any amount owed by it under the Guarantee, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute against Holdings any action or proceedings at law or in equity for the collection of the rentals so due and unpaid, and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against Holdings and collect in the manner provided by law out of the property of Holdings wherever situated the moneys that are judged or decreed to be payable, in the manner set forth in the Equipment Trust Agreement for instituting and prosecuting any such action or proceeding, enforcing any such judgment and collecting any such moneys against an obligor upon the Trust Certificates.

1.2 Any moneys collected by the Trustee pursuant to the Guarantee shall be applied in the manner provided in Section 6.03 of the Equipment Trust Agreement.

## ARTICLE II

2.1 Concerning the Trustee. The recitals contained in this Supplemental Agreement No. 17 are made by New Pullman and not by the Trustee and all of the provisions contained in the Equipment Trust Agreement, in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

2.2 Confirmation of Equipment Trust Agreement. Except as hereby supplemented and amended, the Equipment Trust Agreement is in all respects ratified and confirmed, and all of the terms and provisions thereof shall be and remain in full force and effect.

2.3 Execution in Counterparts. This Supplemental Agreement No. 17 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, PULLMAN LEASING COMPANY has caused this Supplemental Agreement No. 17 to be signed in its corporate name and acknowledged by its President or one of its Vice Presidents, and its corporate seal to be



affixed hereunto or impressed hereon, duly attested by its Secretary or one of its Assistant Secretaries; and CONTINENTAL BANK, NATIONAL ASSOCIATION has caused this Supplemental Agreement No. 17 to be signed and acknowledged by one of its Vice Presidents, and its corporate seal to be affixed hereunto or impressed hereon, duly attested by one of its Trust Officers, all as of the day and year first above written.

Attest:

B. Y. Zager

PULLMAN LEASING COMPANY

By:

Genevieve A. Widdings

Attest:

Herb L. Chalk

TRUST OFFICER

CONTINENTAL BANK,  
NATIONAL ASSOCIATION

By:

Amelia  
VICE PRESIDENT

STATE OF ILLINOIS )  
 : ss.:  
COUNTY OF COOK )

On the 27th day of March, 1989, before me personally came TERENCE G. HEIDKAMP, to me known, who, being duly sworn, did depose and say that he resides at 624 S. MADISON HINSDALE ILLINOIS, that he is a VICE PRESIDENT of PULLMAN LEASING COMPANY, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto by like authority.

David R. Wood  
Notary Public

*My Commission expires August 24, 1989.*

[Notarial Seal]

STATE OF Illinois

COUNTY OF COOK

)  
: ss.:  
)

On the 30th day of MARCH, 1989, before me personally came J. C. MULL, JR., to me known, who, being duly sworn, did depose and say that he resides at 3526 IROQUOIS TRAIL, DUNELAND BEACH, INDIANA, that he is a Vice President of CONTINENTAL BANK, NATIONAL ASSOCIATION, one of the corporations described in and which executed the above instrument; that he knows the corporate seal of said corporation; that one of the seals affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said corporation and that he signed his name thereto by like authority.

Mary Mucciante  
Notary Public

[Notarial Seal]

"OFFICIAL SEAL"  
MARY MUCCIANTE  
Notary Public, State of Illinois  
My Commission Expires 2/25/91